

SUBDIVISION GUARANTEE

Order No: 8115021A -X12
Fee: \$380.00
Subdivision Map of
Tract/P.M. No: TRACT 52172-03
Consisting of 4 Sheet(s)

Dated: September 18, 2001 at 7:30 AM

Issued for the benefit and protection of the County of Los Angeles and of any City within which said subdivision is located.

After an examination of the Public Records which, under the recording laws, impart constructive notice of matters affecting the title to the land hereinafter described,

CHICAGO TITLE INSURANCE COMPANY a Missouri corporation

hereby guarantees, for the benefit of said county and city, in a sum not to exceed \$1,000.00, that as shown by said records the only parties having any record title interest in said land, and whose signatures are or may be required, under the requirements of the Subdivision Map Act of said land and offering for dedication any streets roads, avenues and other easements offered for dedication by said Subdivision Map are as set forth in Schedule A.

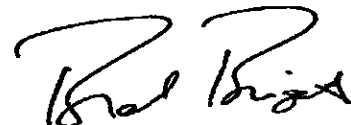
Issued By: Chicago Title Company
1717 WALNUT GROVE
ROSEMEAD, CALIFORNIA 91770
(818)307-7000



Patrick F. Stone
President




JOSE RAMIREZ
Title Officer



M'Liss Jones Kane
Secretary

SCHEDULE A

The map hereinbefore referred to is a subdivision of:

A PORTION OF THE 639.07 ACRE ALLOTMENT OF GUADALUPE MARCELINA DOMINGUEZ, AS SHOWN ON MAP OF PARTITION OF THE RANCHO SAN PEDRO, FILED IN CASE NO. 3284 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, SAID MAP BEING FILED AS CLERK'S FILED MAP NO. 145 IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY.

The parties hereinbefore referred to are:

1. BOEING REALTY CORPORATION, A CALIFORNIA CORPORATION, FORMERLY KNOWN AS MCDONNELL DOUGLAS REALTY COMPANY, A CALIFORNIA CORPORATION, OWNER
- B* 2. THE SIGNATURE OF RECONSTRUCTION FINANCE CORPORATION, A CORPORATION, ACTING BY AND THROUGH WAR ASSETS ADMINISTRATION, EASEMENT HOLDER(S) BY DEED(S) RECORDED DECEMBER 22, 1948 AS INSTRUMENT NO. 1997 IN BOOK 29335 PAGE 142, OFFICIAL RECORDS MAY BE OMITTED IF THE NAME(S) AND THE NATURE OF THEIR INTEREST ARE STATED ON THE MAP AND IF NOT REQUIRED BY THE GOVERNING BODY IN ACCORDANCE WITH SECTION 66436 (a)3A(I-VIII) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST CANNOT RIPEN INTO A FEE.
- c* 3. THE SIGNATURE OF COUNTY SANITATION DISTRICT NO. 5 OF LOS ANGELES COUNTY, EASEMENT HOLDER(S) BY DEED(S) RECORDED OCTOBER 5, 1962 AS INSTRUMENT NO. 4494 IN BOOK D-1780 PAGE 570, OFFICIAL RECORDS MAY BE OMITTED IF THE NAME(S) AND THE NATURE OF THEIR INTEREST ARE STATED ON THE MAP AND IF NOT REQUIRED BY THE GOVERNING BODY IN ACCORDANCE WITH SECTION 66436 (a)3A(I-VIII) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST CANNOT RIPEN INTO A FEE.
- D* 4. THE SIGNATURE OF CHEVRON U.S.A. INC., A PENNSYLVANIA CORPORATION, SUCCESSOR IN INTEREST TO STANDARD OIL COMPANY OF CALIFORNIA, A CORPORATION AND STANDARD GASOLINE COMPANY, A CORPORATION, EASEMENT HOLDER(S) BY DEED(S) RECORDED JUNE 12, 1970 AS INSTRUMENT NO. 3128 IN BOOK D4739 PAGE 685, OFFICIAL RECORDS MAY BE OMITTED IF THE NAME(S) AND THE NATURE OF THEIR INTEREST ARE STATED ON THE MAP AND IF NOT REQUIRED BY THE GOVERNING BODY IN ACCORDANCE WITH SECTION 66436 (a)3A(I-VIII) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST CANNOT RIPEN INTO A FEE.

TRACT / P.M. NUMBER: TRACT 52172-03

BEING A SUBDIVISION OF:

A PORTION OF THE 639.07 ACRE ALLOTMENT OF GUADALUPE MARCELINA DOMINGUEZ, AS SHOWN ON MAP OF PARTITION OF THE RANCHO SAN PEDRO, FILED IN CASE NO. 3284 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF LOS ANGELES, SAID MAP BEING FILED AS CLERK'S FILED MAP NO. 145 IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY.

CONTAINING 4 LOT(S)/PARCEL(S) NUMBERED
1 TO 4 INCLUSIVE

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

The Company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims, or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways, or waterways on which said land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure of improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by on or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS - LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE, OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this

Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon

6. LIMITATION OF LIABILITY - PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability herein pro tanto, and no payment shall be made without producing this Guarantee for indorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payments bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action the the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee.

- 10. The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.

